

RECORD

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04-17-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Weider Nutrition International, Inc.

3-21-00

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Trademark Security AgreementExecution Date: April 8, 1997

## 2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: \_\_\_\_\_

Street Address: 105 W. MadisonCity: Chicago State: IL ZIP: 60602☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☒ Corporation-State New York☐ Other \_\_\_\_\_If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/517,369

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura KonrathInternal Address: Winston & Strawn33rd FloorStreet Address: 35 West Wacker DriveCity: Chicago State: IL ZIP: 606016. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

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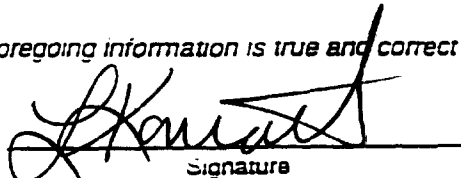
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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing



Signature

Date

3/14/00Total number of pages including cover sheet, attachments, and document: 1Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK  
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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of April 8, 1997, is made by WEIDER NUTRITION INTERNATIONAL, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Agent"), as Agent, for itself and the ratable benefit of Lenders (as defined below). Each capitalized term used herein that is not otherwise defined shall have the meaning assigned to it in Annex A to the hereinafter defined Credit Agreement.

#### WITNESSETH:

WHEREAS, Grantor has entered into that certain Second Amended and Restated Security Agreement as of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantor, the other Obligors, Agent and Lenders;

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of its personal property to secure the obligations of Obligors under the Second Amended and Restated Credit Agreement dated as of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Obligors, Agent and Lenders, including all right, title and interest in intellectual property; and

WHEREAS, Agent and Lenders are willing to make and continue the Loans and issue Letters of Credit and letter of credit guaranties provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered this Agreement to Agent, for itself and the ratable benefit of Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, assign, mortgage and convey to Agent, for itself and the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

1. Secured Collateral.

- (A) Grantor's (i) trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications and the other trademarks, service marks and applications, including without limitation those listed on Schedule 1 annexed hereto and made a part hereof, and renewals thereof, and all rights corresponding thereto throughout the world; (ii) all products, income, royalties, damages, payments and proceeds now and hereafter due or payable with respect thereto, including without limitation damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements

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thereof; and (iv) all of the goodwill of Grantor's business connected with and symbolized by the trademarks and other items described in clauses (i) and (ii) herein (as the Grantor may own, hold or control from time to time and with all rights and agreements relating thereto, hereinafter individually or collectively referred to as the "Trademarks"); and

- (B) (i) all trademark licenses or license agreements relating to or involving any trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications and the other trademarks, service marks and applications, including without limitation those listed on Schedule 2 annexed hereto and made a part hereof, and renewals thereof, and all rights corresponding thereto throughout the world; (ii) all products, income, royalties, damages, payments and proceeds now and hereafter due or payable with respect thereto, including without limitation damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all of the goodwill of Grantor's business connected with and symbolized by the trademarks and other items described in clauses (i) and (ii) herein (as the Grantor, whether as a licensee or licensor, may own, hold or control from time to time and with all rights and agreements relating thereto, the "Trademark Licenses"), but excluding any Trademark License under which the Grantor is a licensee, if the granting of a security interest hereunder would cause such Trademark License by its terms, to be unenforceable, terminated or terminable at the election of the licensor, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses.

2. Restrictions on Future Agreements

Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor will not, without Agent's prior written consent, enter into any agreement, including without limitation any license agreement, which is inconsistent with Grantor's obligations under this Agreement. Grantor further agrees that it will not take any action, permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademark Collateral which are necessary or desirable in the operation of Grantor's business unless Grantor in good faith reasonably determines that in the operation of its business such action or lack thereof is not cost effective.

3. Future Trademark Collateral

Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the Trademarks now owned by Grantor and that the Trademark Licenses listed on Schedule 2 constitute all of the Trademark Licenses to which Grantor is a licensee or licensor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any

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new Trademark Collateral, or (ii) become entitled to the benefit of any Trademark Collateral, Grantor shall provide to Agent updated Schedules 1 and 2 on a quarterly basis, such updates to be provided no later than March 30, June 30, September 30 and December 30 of each year that this Agreement is in force. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any Trademarks hereafter acquired and Schedule 2 to include any Trademark Licenses hereafter acquired. Grantor agrees to execute all documents necessary to record or preserve Agent's interest in all Trademark Collateral added to Schedules 1 and 2.

4. Duties.

Grantor shall have the duty to:

(i) prosecute in good faith any trademark or service mark application relating to the Trademarks pending as of the date hereof or thereafter until termination of the Credit Agreement, (ii) to file applications on Trademark Collateral as appropriate in Grantor's good faith judgment and (iii) to use its good faith judgment (except as otherwise permitted in the Credit Agreement) in preserving and maintaining all rights in the Trademark Collateral. Any expenses incurred in connection with such applications shall be borne by Grantor. In any suit to enforce any Trademark Collateral, Agent shall, at the expense and request of Grantor, do any and all lawful acts and execute any and all proper documents reasonably required by Grantor in connection with such suit. Except as otherwise permitted under the Credit Agreement, Grantor shall not abandon any Trademark Collateral without the consent of Agent, which consent shall not be unreasonably withheld. Agent shall not have any duty with respect to the Trademark Collateral. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademark Collateral against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

5. Agent's Right to Sue.

At any time after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademark Collateral and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights hereunder. If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

6. Term.

This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademark Collateral and shall remain in full force and effect until the Termination Date.

7. Waivers.

No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement, the Security Agreement or any other Loan Document (as from time to time amended, restated, supplemented or otherwise modified) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Exercise of Rights and Remedies Upon Default.

Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent and Lenders may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, the other Collateral Documents or any other agreement. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademark Collateral is a portion of the Collateral and Agent and Lenders shall have the right to exercise their rights under the Credit Agreement and the other Collateral Documents with respect to the Trademark Collateral to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence of an Event of Default, Agent or its nominee may use the Trademark Collateral in connection with the conduct of Grantor's business.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Modification.

This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Effect on Credit Agreement.

All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

12. Binding Effect; Benefits.

This Agreement shall be binding upon Grantor and its respective successors and assigns and shall inure to the benefit of Agent and the Lenders, and their nominees and assigns.

13. Governing Law.

**THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING THE CONFLICT OF LAWS RULES THEREOF.**

14. Notices.

All notices or other communications hereunder shall be given on the manner and to the address set forth for any party hereto in the Credit Agreement.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

WEIDER NUTRITION INTERNATIONAL,  
INC.

By: Steve Young  
Its: Chief Financial Officer

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

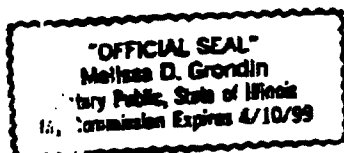
By: [Signature]  
Its: Duly Authorized Signatory

STATE OF ILLINOIS       )  
                                  )       SS.  
COUNTY OF COOK       )

The foregoing Trademark Security Agreement was executed and acknowledged before me this 8th day of April, 1997, by Steve Young, the Chief Financial Officer of WEIDER NUTRITION INTERNATIONAL, INC., on behalf of that corporation.

[Signature]  
Notary Public

[seal]



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Serial Number

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